

BILL NO. S-77-01-28

SPECIAL ORDINANCE NO. S- 21-77

AN ORDINANCE approving a contract with Siebold-Price Tree and Landscape Company, for landscaping at the New Senior Citizen Center.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:


SECTION 1. That the contract dated January 10, 1977, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and Siebold-Price Tree and Landscape Company, for:

The installation of the Landscaping at the New Senior Citizen Center located at 300 block, West Main Street, Fort Wayne, Indiana,

for a total cost of \$32,140.00, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.


Councilman

APPROVED AS TO FORM
AND LEGALITY.

CITY ATTORNEY

Read the first time in full and on motion by Kengo, seconded by Sten, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the day of _____, 1976, at _____ o'clock P.M., E.S.T.

DATE: 1-25-77

Charles W. Tuttleman
CITY CLERK

Read the third time in full and on motion by Kengo, seconded by J. Schmidt, and duly adopted, placed on its passage.

PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>8</u>	<u>1</u>			
BURNS		✓			
HINGA	✓				
HUNTER	✓				
MOSES	✓				
NUCKOLS	✓				
SCHMIDT, D.	✓				
SCHMIDT, V.	✓				
STIER	✓				
TALARICO	✓				

DATE: 2-8-77

Charles W. Tuttleman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (~~SPECIAL~~) (~~APPROPRIATION~~)

ORDINANCE (~~RESOLUTION~~) No. 8-31-77 on the 9th day of Feb, 1976.

ATTEST: (SEAL)

Charles W. Tuttleman
CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 9th day of February, 1976, at the hour of 11:00 o'clock A. M., E.S.T.

Charles W. Tuttleman
CITY CLERK

Approved and signed by me this 10th day of February, 1976, at the hour of 8:30 o'clock A. M., E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-77-01-28

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
approving a contract with Siebold-Price Tree and Landscape Company,
for landscape Company, for landscaping at the New Senior Citizen Center

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance DO PASS.

WILLIAM T. HINGA - CHAIRMAN

JAMES S. STIER - VICE CHAIRMAN

VIVIAN G. SCHMIDT

PAUL M. BURNS

FREDRICK HUNTER

William T. Kunga

Virvan G. Schmidt

Judith R. Kenter

DATE 2-8-77 CON 100

December 7, 1976

TO: Board of Public Works
Henry Wehrenberg
Ethel Lamar
Max Scott

FROM: Richard W. Wismer

RE: Review and Recommendation of the Bids on the Plaza, Walks, Parking and Related Amenities Construction and Landscaping Construction for the New Senior Citizen Center

Dear Board Members:

After reviewing the bids that were received and read aloud at the 9th floor meeting room of the Fort Wayne Board of Public Works on December 1, 1976 at 9:00 A.M., the following is my recommendation:

1. That the low bidder for the Plaza, Walks, Parking, and Related Amenities construction, Moellering Construction Company, Inc., be awarded this contract with a principal bid of \$118,850.00; Delete Alternate Bid #1 of \$5,340.00 (Construction in Webster Street right-of-way); ~~and~~ Add Alternate Bid of \$9,150.00 (Plaza Paving Brickwork), *90 days* all as according to the plans and specifications. Total Contract - \$122,660.00
2. That the low bidder for the Landscaping Construction, Siebold-Price Tree and Landscape Company, be awarded this contract with a Plants and Planting Bid of \$12,246.00; Sod Bid of \$4,889.00; Topsoil Bid of \$10,620.00, and a Mounding Bid of \$4,385.00, totalling a contract price of \$32,140.00, all as according to the plans and specifications.
3. Bid Tabulation - Plaza, Walks, Parking and Related Amenities Construction:
(See Attached)
4. Bid Tabulation - Landscaping Construction
(See Attached)

Sincerely yours,

GRINSFELDER-McARDLE ASSOCIATES, INC.



Richard W. Wismer

RWW/dy

3. BID TABULATION - PLAZA, WALKS, PARKING AND RELATED AMENITIES CONSTRUCTION

CONTRACTORS	PRINCIPAL BID	DELETE ALT. BID #1	DELETE ALT. BID #2	ADD ALT. BID #3	UNIT COST PER SHUFFLEBOARD	LENGTH OF CON- STRUCTION TIME
Moellering Construct.	\$118,850.00	\$5,340.00	\$2,170.00	\$9,150.00	\$ 965.00	90 calendar days
Primco	124,000.00	5,140.00	1,020.00	6,450.00	1,100.00	150 calendar days
Schenkel & Sons	128,341.00	3,000.00	350.00	8,600.00	1,000.00	120 calendar days
Wren-Reese	141,500.00	2,800.00	1,200.00	22,000.00	1,200.00	140 calendar days

4. BID TABULATION - LANDSCAPING CONSTRUCTION

CONTRACTORS	PLANTS & PLANTING BID	ALT. PLANTS & PLANTING BID	DEDUCT ALTERNATE	SOD BID	ALT. SEEDING BID	TOPSOIL	MOUNDING
Ewing	\$18,718.00	\$17,218.00	\$1,100.00	\$6,877.00	\$2,200.00	\$7,845.00	\$3,060.00
Siebold- Price	12,246.00	10,826.00	203.00	4,889.00	1,972.00	10,620.00	4,385.00

Seibold - Price Tree + L.

BASE BID

The Base Bid shall include all materials, labor, profit, overhead, etc., for all Drawings and Specifications.

The Bid shall be subdivided into the following areas and the Owner may choose any or all:

1. Plants and Planting:

Twelve thousand, two hundred and
(Amount in Words) forty-six

\$ 12,246.00
(Amount in Figures)

2. Alternate Plants and Planting (smaller sized plants for Drawing No. 1 as listed in Specifications and plants on Drawing No. 2):

Ten thousand, eight hundred
and twenty-six dollars
(Amount in Words)

\$ 10,826.00
(Amount in Figures)

3. Deduct Alternate. Delete 29 *Koelreuteria paniculata*, 5'-6':

Two hundred and three dollars
(Amount in Words)

\$ 203.00
(Amount in Figures)

4. Sod:

Four Thousand, eight hundred and
(Amount in Words) eighty-nine

\$ 4,889.00
(Amount in Figures)

5. Alternate Seeding:

One thousand, nine hundred and
seventy two dollars
(Amount in Words)

\$ 1,972.00
(Amount in Figures)

6. Topsoil:

Ten thousand, six hundred and
twenty dollars
(Amount in Words)

\$10,620.00
(Amount in Figures)

7. Mounding (earth fill and grading exclusive of topsoil):

Four thousand, three hundred
and eighty-five dollars
(Amount in Words)

\$ 4,385.00
(Amount in Figures)

26
Tot 1,4,6, $\frac{1}{4}$ 7 32,140.00

Ewing Nursery & L.

BASE BID

The Base Bid shall include all materials, labor, profit, overhead, etc., for all Drawings and Specifications.

The Bid shall be subdivided into the following areas and the Owner may choose any or all:

1. Plants and Planting:

<u>Eighteen thousand seven hundred eighteen</u>	<u>\$18,718.00</u>
(Amount in Words)	(Amount in Figures)

2. Alternate Plants and Planting (smaller sized plants for Drawing No. 1 as listed in Specifications and plants on Drawing No. 2):

<u>Seventeen thousand two hundred eighteen</u>	<u>\$17,218.00</u>
(Amount in Words)	(Amount in Figures)

3. Deduct Alternate. Delete 29 Koelreuteria paniculata, 5'-6':

<u>One thousand one hundred</u>	<u>\$ 1,100.00</u>
(Amount in Words)	(Amount in Figures)

4. Sod:

<u>Six thousand eight hundred seventy-seven</u>	<u>\$6,877.00</u>
(Amount in Words)	(Amount in Figures)

5. Alternate Seeding:

<u>Two thousand two hundred</u>	<u>\$ 2,200.00</u>
(Amount in Words)	(Amount in Figures)

6. Topsoil:

<u>Seven thousand eight hundred forty-five</u>	<u>\$ 7,845.00</u>
(Amount in Words)	(Amount in Figures)

7. Mounding (earth fill and grading exclusive of topsoil):

<u>Three thousand sixty</u>	<u>\$ 3,060.00</u>
(Amount in Words)	(Amount in Figures)

64-94-11 4/10/77

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A101

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a

STIPULATED SUM

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

Use only with the latest Edition of AIA Document A201, General Conditions of the Contract for Construction.

This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made this 10 day of January in the year of Nineteen
Hundred and seventy-seven.

BETWEEN the Owner: City of Fort Wayne, Indiana, represented by the
Fort Wayne Board of Public Works
One Main Street
Fort Wayne, Indiana

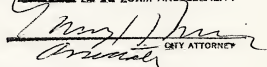
and the Contractor: Siebold-Price Tree and Landscape Company
2040 Henriette
Fort Wayne, Indiana

the Project: Landscaping at the New Senior Citizen Center, 300 block West
Main Street, Fort Wayne, Indiana

the Architect: Grinsfelder-McArdle Associates, Inc.
903 West Berry Street
Fort Wayne, Indiana

The Owner and the Contractor agree as set forth below.

APPROVED AS TO FORM AND LEGALITY


CITY ATTORNEY

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for

(Here insert the caption descriptive of the Work as used on other Contract Documents.)

The installation of the Landscaping at the New Senior Citizen Center
located at 300 block, West Main Street, Fort Wayne, Indiana

ARTICLE 3

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced Spring, 1977

and completed on or before July 15, 1977

(Here insert any special provisions for liquidated damages relating to failure to complete on time.)

ARTICLE 4

CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of Thirty-two Thousand, One Hundred Forty Dollars and no/hundredths Dollars (\$32,140.00)

(State here the lump sum amount, unit prices, or both, as desired.)

Plants and Planting - \$12,246.00

Sod 4,889.00

Topsoil 10,620.00

Mounding 4,385.00

Contract Sum \$32,140.00

ARTICLE 5

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Conditions of the Contract as follows:

On or about the last day of each month ninety (90%) per cent of the proportion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and ninety (90%) per cent of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site ~~XXXXXX~~ up to last day of previous month ~~days~~ prior to the date on which the Application for Payment is submitted, less the aggregate of previous payments in each case; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety (90%) per cent of the Contract Sum, less such retainages as the Architect shall determine for all incomplete Work and unsettled claims.

(If not covered elsewhere in the Contract Documents, here insert any provision for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)

Applications for payment shall be submitted to the architect on the last day of the month for work completed during that month. Payments will be due and payable within approximately 30 days, but not to exceed 60 days.

Submittals for payment to include invoice, waiver of lien, and AIA Document G702, and G702A (Application and Certificate for Payment)

Any moneys not paid when due to either party under this Contract shall bear interest at the legal rate in force at the place of the Project.

ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty (30) days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect. All work must be approved and accepted by the Board of Public Works, and recommendation of the Architect before final payment is made.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

(List below the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda and accepted Alternates, showing page or sheet numbers in all cases and dates where applicable.)

1. Drawings titled "Senior Citizen Center, Fort Wayne, Indiana" dated November 12, 1976, Sheets numbered:
Sheet 1 of 2-Planting Plan, Mounding Plans, Plant List
Sheet 2 of 2 - Fragrance Garden, Plan List
2. Specifications titled "Specifications for the Landscaping for the New Senior Citizen Center" dated November 17, 1976, shall include Title Sheet, Index, General Conditions of the Construction Contract, Supplementary General Conditions of the Construction Contract, and Technical Specifications, Division 1 through 2.
3. Addendum #1, dated November 24, 1976
4. Notice to Bidders - pages 1 and 2
5. Instructions to Bidders - pages 1 and 2
6. Architect's Bid Form - page 1

(See Attachment)

This Agreement executed the day and year first written above.

OWNER City of Fort Wayne, Indiana
represented by the Board of Public Works

CONTRACTOR Siebold-Price Tree and
Landscape Company

Henry P. Schenk
Edward W. ...
Wm. G. ...

William E. Siebold

ARTICLE 7 (Continued)

7. Certificates of Non-Segregated Facilities, City of Fort Wayne, pages 1 through 2
8. Federal Affirmative Action Bid Conditions, pages 1 through 11
9. Housing and Urban Development Documents - HUD 3200 "Federal Labor Standards Provisions" pages 1 through 10
10. Non-Collusion Affidavit DP 8 Page 1
11. Standard Questionnaire and Financial Statement for Bidders - Form 96a, Pages 1 through 15.
12. Bid Bond
13. Performance Bond
14. Insurance Vouchers
15. The Contractor shall not assign any interest in this contract and not transfer any interest in the same (whether by assignment or novation) without prior written approval of Owner. Provided, however, that claims for money due or to become due to the Contractor from the Owner under this contract may be assigned to a bank, trust company, or other financial institution or to a trustee in bankruptcy, without such approval. Notice of such assignment or transfer shall be promptly furnished to the Owner, and the Owner shall not be responsible for the payment of any sum to any assignee or the contractor until such time as it has received written notice of the notice or transfer.

It is understood and agreed by and between the Contractor and Owner that all sums payable under this agreement are only to be paid from funds provided for this project, and the contract is not a general obligation of the City of Fort Wayne or its Board of Public Works.

If, in the performance of this contract, there is any underpayment or non-payment for labor, services, materials and supplies, by Contractor, or any Subcontractor thereunder, the Owner shall withhold from the Contractor out of payments due it an amount sufficient to pay said underpaid or non-paid amounts. The amounts withheld shall be disbursed by the Owner for and on account of the Contractor or Subcontractor to the respective firms or persons to whom they are due and the Owner shall be given credit for such payments against payments due the Contractor or Subcontractor under this agreement. The Owner may also withhold all payments of amounts in dispute as to underpayment or non-payment until such notice of under-payment or non-payment from a supplier or laborer is released or withdrawn by such person or firm.

16. Equal Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading,

demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 7 (continued)

17. Builder's Waiver of Right to Mechanic's Liens

The Builder for themselves and for all other persons or corporations who may perform labor or furnish materials, supplies, tools or equipment for the construction of the improvements described herein, or for work incidental to such construction, hereby waives and relinquishes all right to claim or file notice of a mechanic's lien upon said real estate or any part thereof or upon any buildings or improvements thereon. The Builder, for himself, and for all sub-contractors, journeymen, material-men, mechanics and laborers, and all other persons, firms and corporations, performing labor and furnishing materials or machinery for the construction of said building and appurtenances, does hereby agree that no lien or notice of lien shall in any event or circumstance whatever, attach to, or be claimed or filed against said building and appurtenances, or any part thereof, or against the real estate on which the same is located, or any part thereof; and in the event Builder shall fail to obtain the release of any liens filed, Builder shall indemnify, save and hold harmless Owners from any expenses incurred in obtaining the release of any such lien, including attorney fees.

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we Siebold-Price Tree & Landscape Co., Inc.

of Indianapolis, Indiana as Principal, and
INDIANA INSURANCE COMPANY, INDIANAPOLIS, INDIANA as surety, are held and firmly bound unto

City of Fort Wayne, Board of Public Works

of Fort Wayne, Indiana as Oblige

in the penal sum of THIRTY-TWO THOUSAND ONE HUNDRED FORTY AND NO/100-----Dollars

(\$ 32,140.00) (which sum is hereby agreed to be the maximum liability hereunder), lawful money of the United States of America, well and truly to be paid, and for the payment of which we and each of us hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain contract in writing, bearing date December 14
, 19 76, with the said Oblige for the landscaping of Senior Citizens Building,
Fort Wayne, Indiana

a copy of which is or may be attached hereto, and is hereby referred to and made a part hereof.

NOW, THEREFORE, the condition of this instrument is such that if the Principal indemnifies the Oblige against loss or damage directly arising by reason of the failure of the Principal faithfully to perform the above mentioned contract, then this instrument shall be null and void; otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals at
Indianapolis, Indiana this 14th day of December 19 76.

Witness as to Principal

SIEBOLD PRICE TREE & LANDSCAPE CO. (Seal)

BY William E. Price (Seal)

INDIANA INSURANCE COMPANY

By

Hazel F. Anderson
Hazel F. Anderson

Attorney-in-Fact.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That Indiana Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, does hereby make, constitute and appoint

Hazel F. Anderson

of Indianapolis, _____ and State of Indiana
its true and lawful Attorney(s)-in-Fact with full power and authority to sign, execute, seal and deliver any and all bonds and undertakings for and on its behalf as follows: Any and All Bonds and Undertakings _____

and to bind the Corporation thereby as fully and to the same extent as if such bonds and undertakings were signed by the President, sealed and duly attested by the Secretary of the Corporation, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Article VI, Section 34-A and B of the By-laws of the Indiana Insurance Company, which reads as follows:

"ARTICLE VI, Section 34-A. The President or any Vice President acting with the Secretary or any Assistant Secretary, shall have the power and authority to appoint Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and at any time to remove any such Attorney-in-Fact and revoke the power and authority given to him."

"Section 34-B. Attorneys-in-Fact when so appointed shall have power and authority, subject to the terms and limitations of the Powers of Attorney issued to them, to execute and deliver on behalf of the corporation and to attach the seal of the corporation thereto any and all bonds and undertakings, and other writings obligatory in the nature thereof, and such instrument executed by any such Attorney-in-Fact shall be as binding upon the corporation as if signed by an executive officer and sealed and attested by the Secretary or any Assistant Secretary."

IN WITNESS WHEREOF, Indiana Insurance Company has caused these presents to be signed by its Vice President, attested by its Secretary or Assistant Secretary, and its corporate seal to be hereto affixed this 2nd day of March, 19 64.

INDIANA INSURANCE COMPANY

ATTEST:

Jas. I. Schmutte
Secretary - Assistant Secretary

By

C. E. Mohr
Vice President

STATE OF INDIANA) ss.
COUNTY OF MARION)

On this 2nd day of March, A.D. 19 64, before me personally came C. E. Mohr, to me known, who being by me duly sworn, did depose and say, that he resides in the City of Indianapolis, Indiana; that he is Vice-President of Indiana Insurance Company, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument in such corporate seal; that it was so affixed by order of the Board of Directors of said

Corporation; and that he signed his name thereto by like order. And said C. E. Mohr

further said that he is acquainted with Jas. I. Schmutte and knows him to be the Secretary - Assistant Secretary of said Corporation; and that he executed the above instrument.

December 9, 1964

My Commission Expires

Harold J. Arthur Notary Public

STATE OF INDIANA) ss.
COUNTY OF MARION)

I, Jas. I. Schmutte, the Secretary-Assistant Secretary of Indiana Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Indiana Insurance Company, which is still in full force and effect.

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Indianapolis, this 14th day of December, A.D., 19 76.

(Seal)



TITLE OF ORDINANCE SPECIAL ORDINANCE - Contract of Siebold-Price LandscapingDEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKSS-77-01-28SYNOPSIS OF ORDINANCE Contract with Siebold-Price Tree and Landscaping Companyin amount of \$32,140.00 covers landscaping work for the Senior Citizen Center.Of two bids received, this is considered lowest and best.(SEE RECOMMENDATION, TABULATION AND BIDS ATTACHED)EFFECT OF PASSAGE Landscaping scheduled when weather permitsEFFECT OF NON-PASSAGE Cancellation of awarded contractMONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Cost to RedevelopmentCommission - \$32,140.00ASSIGNED TO COMMITTEE Harper